

**ENTERED**

October 25, 2022

Nathan Ochsner, Clerk

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:  COMPUTE NORTH HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>  Debtors.	) ) ) ) ) ) )	Chapter 11  Case No. 22-90273 (MI)
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**STIPULATION AND AGREED ORDER BY AND AMONG  
COMPUTE NORTH LLC, COMPUTE NORTH NE05 LLC,  
CN WOLF HOLLOW LLC, AND GENERATE LENDING, LLC  
CONCERNING CERTAIN PROJECT MANAGEMENT AGREEMENTS**

This stipulation and agreed order (this “Stipulation and Agreed Order”) is made and entered into by and among (a) Compute North LLC (“Operator”), one of the debtors and debtors in possession in the above-captioned chapter 11 cases (the “Debtors”), (b) non-Debtor Compute North NE05 LLC (“Kearney Owner”), as the owner of the modular data center located in Kearney, Nebraska (the “Kearney Project”), (c) non-Debtor CN Wolf Hollow LLC (“Wolf Hollow Owner”) as the owner of the modular data center located in Granbury, TX (the “Wolf Hollow Project”), and (d) Generate Lending, LLC (“Generate Buyer,” and together with Operator, Kearney Owner, and Wolf Hollow Owner the “Parties,” and each individually, a “Party”). The Parties hereby stipulate and agree as follows:

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Compute North Holdings, Inc. (4534); Compute North LLC (7185); CN Corpus Christi LLC (5551); CN Atoka LLC (4384); CN Big Spring LLC (4397); CN Colorado Bend LLC (4610); CN Developments LLC (2570); CN Equipment LLC (6885); CN King Mountain LLC (7190); CN Minden LLC (3722); CN Mining LLC (5223); CN Pledgor LLC (9871); Compute North Member LLC (8639); Compute North NC08 LLC (8069); Compute North NY09 LLC (5453); Compute North SD, LLC (1501); Compute North Texas LLC (1883); Compute North TX06 LLC (5921); and Compute North TX10 LLC (4238). The Debtors’ service address for the purposes of these chapter 11 cases is 7575 Corporate Way, Eden Prairie, Minnesota 55344.

### **RECITALS**

WHEREAS, Operator and Kearney Owner are party to that certain Property Management Agreement dated as of February 7, 2022 (the “Kearney PMA”), pursuant to which Operator provides certain property management services to Kearney Owner related to the Kearney Project;

WHEREAS, Operator and Wolf Hollow Owner are party to that certain Property Management Agreement dated as of April 28, 2022, (the “Wolf Hollow PMA”), pursuant to which Operator provides certain property management services to Wolf Hollow Owner related to the Wolf Hollow Project;

WHEREAS, on September 22, 2022, the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”);

WHEREAS, the Debtors are engaged in efforts to reorganize under chapter 11, including by selling assets and restructuring certain contractual relationships;

WHEREAS, Kearney Owner and Wolf Hollow Owner have requested that Operator continue to provide services under the Kearney PMA and the Wolf Hollow PMA (together, the “PMAs”), and have agreed to make financial accommodations to Operator, subject to the terms and conditions of this Stipulation and Agreed Order;

WHEREAS, Generate Buyer and the Debtors intend to enter into a Purchase and Sale Agreement (the “PSA”) that will provide for the sale of the Debtors’ equity interest in CN Borrower LLC, including the Kearney Owner and the Wolf Hollow Owner, to Generate Buyer, subject to Bankruptcy Court approval; and

WHEREAS, Operator has agreed to continue to provide services under the PMAs subject to the terms and conditions of this Stipulation and Agreed Order.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE BANKRUPTCY COURT OF THIS STIPULATION AND AGREED ORDER, IT IS SO ORDERED as follows:

1. The above recitals are incorporated by reference into this Stipulation and Agreed Order with the same force and effect as if fully set forth hereinafter.

2. Operator, Kearney Owner and Wolf Hollow Owner shall perform their respective obligations under the PMAs, in accordance with their terms, subject to the additional terms and conditions of this Stipulation and Agreed Order.

3. Kearney Owner shall pay to Operator the sum of \$450,000.00, representing the amount due and owing under the Kearney PMA through October 2022, within one (1) business day following approval of this Stipulation and Order by the Bankruptcy Court, and shall pay to Operator any other sums that come due under the Kearney PMA, in accordance with its terms.

4. Wolf Hollow Owner shall pay to Operator the sum of \$50,000.00, representing the amount due and owing under the Wolf Hollow PMA through October 2022, within one (1) business day following approval of this Stipulation and Order by the Bankruptcy Court, and shall pay to Operator any other sums that come due under the Wolf Hollow PMA, in accordance with its terms.

5. In connection with the PSA, Operator shall continue to provide services under the PMAs through the date (the "Termination Date") that is the earliest of (a) the date by which Operator and Kearney Owner and Operator and Wolf Hollow Owner enter into binding transition services agreements (collectively, the "TSAs") (b), the date Kearney Owner, Wolf Hollow Owner or Generate Buyer breach this Stipulation and Agreed Order, including by failing to timely pay any amount due hereunder, (c) October 27, 2022, if the PSA has not been executed by Generate Buyer and the Debtors, (d) October 31, 2022, if the PSA has not been approved by the Bankruptcy

Court, (e) the date this Stipulation and Agreed Order terminates pursuant to Paragraph 8 below and (f) November 23, 2022, in exchange for an additional payment of up to \$650,000 in the aggregate (the “Services Payment,” which includes both the Initial Services Payment and the Weekly Services Payments (as defined below)). For the avoidance of doubt, the Services Payment shall be in addition to any amounts that become due and owing under the Kearney PMA and the Wolf Hollow PMA.

6. Kearney Owner, Wolf Hollow Owner, and Generate Buyer shall be jointly and severally responsible for the Services Payment. The Services Payment shall consist of an initial payment in an amount of \$210,000 (the “Initial Services Payment”), which shall be paid to Operator within one (1) business day following approval of this Stipulation and Order by the Bankruptcy Court, and four weekly payments of \$110,000 each to be paid on October 31, 2022, November 7, 2022, November 14, 2022, and November 21, 2022 (the “Weekly Services Payments”)<sup>2</sup>; *provided* that, in the event the Termination Date occurs prior to November 23, 2022, Operator shall not be entitled to any Weekly Services Payments due and payable after the Termination Date.

7. Operator shall not seek to reject either of the PMAs prior to the Termination Date.

8. In the event Generate Buyer takes any action (a) to enforce the parent guarantee of its indebtedness pursuant to that certain guaranty agreement dated February 7, 2022, or (b) to enforce any of its rights as a secured creditor of CN Borrower and its affiliates, prior to the Termination Date, then Operator will have the right to terminate this Stipulation and Agreed Order. Operator reserves all rights in respect of any effort by Generate Buyer to enforce such rights.

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<sup>2</sup> Weekly Services Payments shall be paid in arrears following the applicable week of Operator’s service.

9. Operator's obligation to continue to provide services under the PMAs will cease on the Termination Date; *provided* that if the Bankruptcy Court does not approve the PSA on or before October 31, 2022, this Stipulation and Agreed Order shall automatically terminate and the Parties' obligations set forth in this Stipulation and Agreed Order shall terminate; *provided, further* that subject to the terms of the PSA, if the TSAs are not in place on or prior to the Termination Date, then the PMAs shall be deemed rejected and Kearney Owner and Wolf Hollow Owner reserve all rights to assert any and all rejection damages in these chapter 11 cases as a result of such rejection.

10. Nothing in this Stipulation and Agreed Order shall operate as an assumption or rejection of the PMAs, or modify the obligations of the Parties thereunder except as expressly set forth herein. For so long as this Stipulation and Agreed Order is in effect, Kearney Owner, Wolf Hollow Owner, and Generate Buyer hereby expressly waive any otherwise applicable right of setoff with respect to the payment obligations under this Stipulation and Agreed Order, *provided* that any and all spare parts or equipment purchases made for the benefit of the Kearney Project or the Wolf Hollow Project shall be made and done in the name of, and such spare parts or equipment shall be owned by, either the Kearney Owner or the Wolf Hollow Owner, as applicable.

11. By entering into this Stipulation and Agreed Order, the Parties are not waiving and will not be deemed to have waived any available rights, counterclaims, or defenses, including at law, equity, or otherwise with respect to the PMAs, or otherwise, except as expressly set forth herein.


12. Neither this Stipulation and Agreed Order nor any negotiations and writings in connection with this Stipulation and Agreed Order will in any way be construed as or deemed to be evidence of or an admission on behalf of any Party regarding any claim or right that such Party may have against any other Party.

13. Each of the Parties to this Stipulation and Agreed Order represents and warrants it is duly authorized to enter into and be bound by this Stipulation and Agreed Order.

14. This Stipulation and Agreed Order may be executed in multiple counterparts, any of which may be transmitted by facsimile, electronic mail or other electronic means, and each of which will be deemed an original, but all of which together will constitute one instrument.

15. The Bankruptcy Court retains exclusive jurisdiction to resolve any dispute arising from or related to the interpretation or enforcement of this Stipulation and Agreed Order.

Signed: October 25, 2022



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Marvin Isgur  
United States Bankruptcy Judge

IN WITNESS WHEREOF and in agreement herewith, by and through the undersigned, the Parties have executed and delivered this Stipulation and Agreed Order as of the date first set forth below.

Dated: October 24, 2022

/s/ James T. Grogan III

**PAUL HASTINGS LLP**

James T. Grogan III (Tex. Bar No. 24027354)  
600 Travis Street, 58th Floor  
Houston, Texas 77002  
Telephone: (713) 860-7300  
Facsimile: (713) 353-3100  
Email: jamesgrogan@paulhastings.com

-and-

Luc Despins (admitted pro hac vice)  
Sayan Bhattacharyya (admitted pro hac vice)  
Daniel Ginsberg (admitted pro hac vice)  
200 Park Avenue  
New York, New York 10166  
Telephone: (212) 318-6000  
Facsimile: (212) 319-4090  
Email: lucdespins@paulhastings.com  
sayanbhattacharyya@paulhastings.com  
danielginsberg@paulhastings.com

-and-

Matthew Micheli (admitted pro hac vice)  
Michael Jones (admitted pro hac vice)  
71 South Wacker Drive, Suite 4500  
Chicago, Illinois 60606  
Telephone: (312) 499-6000  
Facsimile: (312) 499-6100  
Email: mattmicheli@paulhastings.com  
michaeljones@paulhastings.com

*Proposed Counsel to the Debtors and Debtors in Possession*

/s/ Joseph W. Buoni

**HUNTON ANDREWS KURTH LLP**

Joseph W. Buoni (Tex. Bar No. 24072009)  
Timothy A. ("Tad") Davidson II (Tex. Bar No. 24012503)  
Philip M. Guffy (Tex. Bar No. 24113705)  
600 Travis Street Houston, TX 77002  
Telephone: 713.220.4200  
Facsimile: 713.220.4285  
Email: josephbuoni@huntonak.com  
taddavidson@huntonak.com  
philipguffy@huntonak.com

-and-

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
Christopher Marcus, P.C. (admitted pro hac vice)  
Elizabeth Helen Jones (admitted pro hac vice)  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
Email: christopher.marcus@kirkland.com  
elizabeth.jones@kirkland.com

-and-

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
Anna Rotman, P.C.  
609 Main Street  
Houston, Texas 77002  
Telephone: (713) 836-3600  
Facsimile: (713) 836-3601  
Email: anna.rotman@kirkland.com

*Co-Counsel for Generate Buyer*

*/s/ Matthew S. Okin*

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**OKIN ADAMS BARTLETT CURRY LLP**

Matthew S. Okin  
Ryan A. O'Connor  
1113 Vine Street, Suite 240  
Houston, Texas 77002  
Telephone: (713) 228-4100  
Facsimile: (346) 247-7158  
Email: [mokin@okinadams.com](mailto:mokin@okinadams.com)  
[roconnor@okinadams.com](mailto:roconnor@okinadams.com)

-and-

**ARENT FOX SCHIFF LLP**

Jeffrey R. Gleit  
Allison H. Weiss  
Matthew R. Bentley  
1301 Avenue of the Americas, 42nd Floor  
New York, New York 10019  
Telephone: (212) 484-3900  
Facsimile: (212) 484-3990  
Email: [jeffrey.gleit@afslaw.com](mailto:jeffrey.gleit@afslaw.com)  
[allison.weiss@afslaw.com](mailto:allison.weiss@afslaw.com)  
[matthew.bentley@afslaw.com](mailto:matthew.bentley@afslaw.com)

*Co-Counsel for Compute North NE05 LLC and CN Wolf Hollow LLC*



United States Bankruptcy Court  
Southern District of Texas

In re:  
Compute North Holdings, Inc.  
CN Mining LLC  
Debtors

Case No. 22-90273-mi  
Chapter 11

## CERTIFICATE OF NOTICE

District/off: 0541-4

User: ADIuser

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Date Rcvd: Oct 25, 2022

Form ID: pdf002

Total Noticed: 32

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

**Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 27, 2022:**

Recip ID	Recipient Name and Address
db	+ CN Atoka LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ CN Big Spring LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ CN Colorado Bend LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ CN Corpus Christi LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ CN Developments LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ CN Equipment LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ CN King Mountain LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ CN Minden LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ CN Mining LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ CN Pledgor LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ Compute North Holdings, Inc., 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ Compute North LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ Compute North Member LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ Compute North NC08 LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ Compute North NY09 LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ Compute North SD, LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ Compute North TX06 LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ Compute North TX10 LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
db	+ Compute North Texas LLC, 7575 Corporate Way, Eden Prairie, MN 55344-2022
aty	+ G Frank Nason, IV, 6000 Lake Forrest Drive, N.W. Suite 435, Atlanta, GA 30328-3896
cr	+ Atlas Technology Group LLC, c/o John Cornwell, Munsch Hardt, 700 Milam Suite 800, Houston, TX 77002-2835
cr	+ Compass Mining, Inc., 111 Congress Ave., Suite 500, Austin, TX 78701, UNITED STATES 78701-4076
intp	+ DeWitt LLP, 901 Marquette Avenue, 2100 AT&T Tower, Minneapolis, MN 55402
cr	+ GEM Mining 1, LLC, c/o A.J. Webb, Esq., Frost Brown Todd LLC, 3300 Great American Tower, 301 East Fourth Street Cincinnati, OH 45202-4257
cr	+ Horizon Entertainment Inc, 4660 Beechnut, Suite 200, Houston, Tx 77096, UNITED STATES 77096-1805
cr	+ Howard County Tax Office, at al, Perdue, Brandon, Fielder, Collins & Mott, c/o Laura J. Monroe, PO Box 817, Lubbock, TX 79408-0817
intp	+ Mayer LLP, Houston, 2900 North Loop West, Suite 500, Houston, TX 77092-8826
intp	+ McDermott Will & Emery LLP, 2501 North Harwood Street, Suite 1900, Dallas, TX 75201-1664
cr	+ Miller & Associates Consulting Engineers, 1111 Central Ave, PO Box 306, PO Box 306, Kearney, NE 68848 UNITED STATES 68848-0306
intp	+ Quinn Emanuel Urquhart & Sullivan, LLP, c/o Patricia B. Tomasco, Quinn Emanuel Urquhart & Sullivan LLP, 711 Louisiana, Suite 500, Houston, TX 77002-2721
cr	+ RK Mission Critical LLC, 17450 E. 32nd Place, Aurora, CO 80011-3330
cr	+ Sphere 3D, c/o Pryor Cashman LLP, 7 Times Square, New York, NY 10036-6569

TOTAL: 32

**Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.**

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## BYPASSED RECIPIENTS

**The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.**

Recip ID	Bypass Reason	Name and Address
intp		Alder BTC Holdings, LLC

District/off: 0541-4  
Date Rcvd: Oct 25, 2022

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intp	Alder Opportunity, LP
intp	Alder SPV I, LLC
cr	Axle Logistics, LLC
cr	Bootstrap Energy LLC
intp	CN Borrower LLC
intp	CN Wolf Hollow LLC
intp	Compute North NE05 LLC
op	Epiq Corporate Restructuring, LLC
cr	Foundry Digital LLC
cr	Freudenberg Filtration Technologies, L.P.
cr	Generate Lending, LLC
op	Jefferies LLC
cr	MP2 Energy Texas LLC d/b/a Shell Energy Solutions
intp	Marathon Digital Holdings, Inc.
cr	Marathon Digital Holdings, Inc.
cr	Marathon Digital Holdings, Inc.
cr	Mercuria Energy America, LLC
crcm	Official Committee of Unsecured Creditors of Compu
cr	Rohit Shirole
cr	Sunbelt Solomon Services, LLC
cr	TZ Capital Holdings LLC

TOTAL: 22 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

## NOTICE CERTIFICATION

**I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Oct 27, 2022

Signature: /s/Gustava Winters

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 25, 2022 at the address(es) listed below:

Name	Email Address
A.J. Webb	on behalf of Creditor GEM Mining 1 LLC awebb@fbtlaw.com
Abhilash Raval	on behalf of Creditor Foundry Digital LLC araval@milbank.com
Alfredo R Perez	on behalf of Creditor Marathon Digital Holdings Inc. alfredo.perez@weil.com, alfredo-perez-1218@ecf.pacerpro.com;erin.choi@weil.com;clifford.carlson@weil.com;rene.olvera@weil.com;christopher.jalomo@weil.com;jake.rutherford@weil.com;theodore.heckel@weil.com
Brandon Renken	on behalf of Creditor Sunbelt Solomon Services LLC brenken@mayerbrown.com, sswihart@mayerbrown.com;HoustonDocket@mayerbrown.com
Charles R Gibbs	on behalf of Creditor Committee Official Committee of Unsecured Creditors of Compute North Holdings Inc., et al. crgibbs@mwe.com, dnorthrop@mwe.com;cgreer@mwe.com;mpounds@mwe.com
Craig E Power	on behalf of Creditor MP2 Energy Texas LLC d/b/a Shell Energy Solutions cpower@cokinoslaw.com mbartlett@cokinoslaw.com;eolson@cokinoslaw.com

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Elizabeth Nicolle Boydston	on behalf of Interested Party Alder SPV I LLC lboydston@polsinelli.com
Elizabeth Nicolle Boydston	on behalf of Interested Party Alder BTC Holdings LLC lboydston@polsinelli.com
Elizabeth Nicolle Boydston	on behalf of Interested Party Alder Opportunity LP lboydston@polsinelli.com
G. Frank Nason, IV	on behalf of Creditor Marathon Digital Holdings Inc. fnason@lcnlaw.com
Gregory Donald Ellis	on behalf of Interested Party Marathon Digital Holdings Inc. emiller@lcnlaw.com
Gregory Donald Ellis	on behalf of Creditor Marathon Digital Holdings Inc. emiller@lcnlaw.com
J Michael Sutherland	on behalf of Creditor Rohit Shirole msutherland@ccsb.com lsparks@ccsb.com
Jake Gordon	on behalf of Creditor Freudenberg Filtration Technologies L.P. jgordon@bodmanlaw.com
James Tillman Grogan, III	on behalf of Debtor CN Corpus Christi LLC jamesgrogan@paulhastings.com cypress.ph@paulhastings.com
James Tillman Grogan, III	on behalf of Debtor Compute North TX10 LLC jamesgrogan@paulhastings.com cypress.ph@paulhastings.com
James Tillman Grogan, III	on behalf of Debtor Compute North Holdings Inc. jamesgrogan@paulhastings.com, cypress.ph@paulhastings.com
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James Tillman Grogan, III	on behalf of Debtor CN Equipment LLC jamesgrogan@paulhastings.com cypress.ph@paulhastings.com
James Tillman Grogan, III	on behalf of Debtor Compute North SD LLC jamesgrogan@paulhastings.com, cypress.ph@paulhastings.com
James Tillman Grogan, III	on behalf of Debtor CN Minden LLC jamesgrogan@paulhastings.com cypress.ph@paulhastings.com
James Tillman Grogan, III	on behalf of Debtor Compute North LLC jamesgrogan@paulhastings.com cypress.ph@paulhastings.com
James Tillman Grogan, III	on behalf of Debtor Compute North NC08 LLC jamesgrogan@paulhastings.com cypress.ph@paulhastings.com
James Tillman Grogan, III	on behalf of Debtor Compute North NY09 LLC jamesgrogan@paulhastings.com cypress.ph@paulhastings.com
James Tillman Grogan, III	on behalf of Debtor CN Big Spring LLC jamesgrogan@paulhastings.com cypress.ph@paulhastings.com
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James Tillman Grogan, III	on behalf of Debtor CN Developments LLC jamesgrogan@paulhastings.com cypress.ph@paulhastings.com
James Tillman Grogan, III	on behalf of Debtor CN Mining LLC jamesgrogan@paulhastings.com cypress.ph@paulhastings.com
James Tillman Grogan, III	on behalf of Debtor CN Atoka LLC jamesgrogan@paulhastings.com cypress.ph@paulhastings.com
James Tillman Grogan, III	on behalf of Debtor Compute North TX06 LLC jamesgrogan@paulhastings.com cypress.ph@paulhastings.com
Jana Smith Whitworth	on behalf of U.S. Trustee US Trustee jana.whitworth@usdoj.gov

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Jayson B. Ruff	on behalf of U.S. Trustee US Trustee jayson.b.ruff@usdoj.gov
John Willard	on behalf of Creditor Compass Mining Inc. jwillard@atlpl.com
John David Cornwell	on behalf of Creditor Atlas Technology Group LLC jcornwell@munsch.com hvalentine@munsch.com
Joseph William Buoni	on behalf of Creditor Generate Lending LLC josephbuoni@HuntonAK.com, jhornback@huntonak.com
Kevin M. Capuzzi	on behalf of Creditor Axle Logistics LLC kcapuzzi@beneschlaw.com, docket2@beneschlaw.com;lmolinaro@beneschlaw.com
Laura J Monroe	on behalf of Creditor Howard County Tax Office at alimbkr@pbfc.com, kroberson@ecf.inforuptcy.com
Lori Ann Hood	on behalf of Interested Party DeWitt LLP lhood@mayerllp.com wdaniels@mayerllp.com
Lori Ann Hood	on behalf of Interested Party Mayer LLP lhood@mayerllp.com wdaniels@mayerllp.com
Maegan Quejada	on behalf of Other Prof. Jefferies LLC mquejada@sidley.com txefilingnotice@sidley.com;maegan-quejada-3302@ecf.pacerpro.com;efilingnotice@sidley.com
Maria Mulrooney Bartlett	on behalf of Creditor MP2 Energy Texas LLC d/b/a Shell Energy Solutions mbartlett@cokinoslaw.com
Mark Adam Castillo	on behalf of Creditor Bootstrap Energy LLC markcastillo@ccsb.com
Matthew Lee Brod	on behalf of Creditor Mercuria Energy America LLC mbrod@milbank.com, adebold@milbank.com
Matthew Scott Okin	on behalf of Interested Party CN Wolf Hollow LLC mokin@okinadams.com bmoore@okinadams.com
Matthew Scott Okin	on behalf of Interested Party Compute North NE05 LLC mokin@okinadams.com bmoore@okinadams.com
Matthew Scott Okin	on behalf of Interested Party CN Borrower LLC mokin@okinadams.com bmoore@okinadams.com
Matthew W Silverman	on behalf of Creditor Sphere 3D msilverman@pryorcashman.com
Patricia Baron Tomasco	on behalf of Interested Party Quinn Emanuel Urquhart & Sullivan LLP pattytomasco@quinnemanuel.com, barbarahowell@quinnemanuel.com;cristinagreen@quinnemanuel.com
Patrick M Haines	on behalf of Creditor RK Mission Critical LLC pmh@bhgrlaw.com
Philip M. Guffy	on behalf of Creditor Generate Lending LLC pguffy@huntonak.com
Ralph McDowell	on behalf of Creditor Freudenberg Filtration Technologies L.P. rmcdowell@bodmanlaw.com
Stephen Matthew Pezanosky	on behalf of Creditor TZ Capital Holdings LLC stephen.pezanosky@haynesboone.com kim.morzak@haynesboone.com
T. Josh Judd	on behalf of Creditor Sphere 3D jjudd@andrewsmyers.com sray@andrewsmyers.com
Tzvi Finman	on behalf of Creditor Horizon Entertainment Inc tfinman@finmanlawfirm.com
US Trustee	USTPRegion07.HU.ECF@USDOJ.GOV

TOTAL: 58